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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

FOCUS PLUMBING, LLC, FOCUS
ELECTRIC, LLC, FOCUS
CONCRETE, LLC, FOCUS FIRE
PROTECTION, LLC, and FOCUS
FRAMING, DOOR, & TRIM, LLC,
collectively dba FOCUS COMPANIES
GROUP OF NEVADA, and DOES 1-
10, inclusive,

Defendants.

Case No.:

COMPLAINT

- Sexual Harassment
- Retaliation
- Constructive Discharge

(42 U.S.C. §§ 2000e et. seq.)

JURY TRIAL DEMAND

NATURE OF THE ACTION

This is an action brought by Plaintiff United States Equal Employment Opportunity Commission (“EEOC” or the “Commission”) under Title VII of the Civil Rights Act of 1964, as amended (hereinafter “Title VII”), and Title I of the

1 Civil Rights Act of 1991 to correct unlawful employment practices on the basis of
2 sex and to provide appropriate relief to Charging Parties Veronica Basquez and
3 Aurora Herrera-Garcia, and a class of aggrieved individuals. The Commission
4 alleges that Focus Plumbing, LLC, Focus Electric, LLC, Focus Concrete, LLC,
5 Focus Fire Protection, LLC, and Focus Framing, Door & Trim, LLC (collectively
6 “Defendants”) unlawfully discriminated against the Charging Parties and class of
7 aggrieved individuals on the basis of sex (female) and retaliation in violation of
8 Sections 703 (a) and 704 (a) of Title VII.

9 As alleged with greater particularity below, the Commission alleges that
10 Defendants subjected the Charging Parties and a class of aggrieved individuals to
11 sexual harassment, including but not limited to forcible kissing, forcible touching
12 of male genitalia, unwanted grabbing and groping of arms, legs, buttocks, and
13 breasts, sexually offensive and vulgar language, lewd facial expressions, and *quid*
14 *pro quo* harassment. The *quid pro quo* harassment involved offers for better work
15 assignments and work hours in exchange for acquiescing to engaging in sex acts,
16 and threats of violence, rape, discharge, and being “black-balled” within the
17 construction industry by the harasser if the female workers refused to acquiesce.
18 The Commission further alleges that Defendants subjected the Charging Parties to
19 harassment, insult, ridicule, intimidation, unwarranted discipline, and other
20 adverse terms and conditions of employment in retaliation for engaging in
21 protected activity, resulting in their constructive discharges.

22 **JURISDICTION AND VENUE**

23 1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451,
24 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to
25 Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended,
26 42 U.S.C. § 2000e-5(f)(1) and (3), and § 102 of the Civil Rights Act of 1991, 42
27 U.S.C. § 1981a.

28 2. The employment practices alleged to be unlawful were committed

1 within the jurisdiction of the United States District Court for the District of
2 Nevada.

3 **PARTIES**

4 3. The Commission is the agency of the United States of America
5 charged with the administration, interpretation and enforcement of Title VII and is
6 expressly authorized to bring this action by §§ 706(f)(1) and (3), Title VII, 42
7 U.S.C. §§ 2000e-5(f)(1) and (3).

8 4. At all relevant times, Defendant Focus Plumbing, LLC has
9 continuously been a limited liability company doing business in the State of
10 Nevada and Clark County, Nevada, and the jurisdiction of the United States
11 District Court for Nevada.

12 5. At all relevant times, Defendant Focus Plumbing, LLC has
13 continuously employed fifteen (15) or more persons.

14 6. At all relevant times, Defendant Focus Plumbing, LLC has
15 continuously been an employer engaged in an industry affecting commerce within
16 the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. § 2000e-(1)
17 (b), (g), and (h).

18 7. At all relevant times, Defendant Focus Electric, LLC has
19 continuously been a limited liability company doing business in the State of
20 Nevada and Clark County, Nevada, and the jurisdiction of the United States
21 District Court for Nevada.

22 8. At all relevant times, Defendant Focus Electric, LLC has
23 continuously employed fifteen (15) or more persons.

24 9. At all relevant times, Defendant Focus Electric, LLC has
25 continuously been an employer engaged in an industry affecting commerce within
26 the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. § 2000e-(1)
27 (b), (g), and (h).

28 10. At all relevant times, Defendant Focus Concrete, LLC has

1 continuously been a limited liability company doing business in the State of
2 Nevada and Clark County, Nevada, and the jurisdiction of the United States
3 District Court for Nevada.

4 11. At all relevant times, Defendant Focus Concrete, LLC has
5 continuously employed fifteen (15) or more persons.

6 12. At all relevant times, Defendant Focus Concrete, LLC has
7 continuously been an employer engaged in an industry affecting commerce within
8 the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. § 2000e-(1)
9 (b), (g), and (h).

10 13. At all relevant times, Defendant Focus Fire Protection, LLC has
11 continuously been a limited liability company doing business in the State of
12 Nevada and Clark County, Nevada, and the jurisdiction of the United States
13 District Court for Nevada.

14 14. At all relevant times, Defendant Focus Fire Protection, LLC has
15 continuously employed fifteen (15) or more persons.

16 15. At all relevant times, Defendant Focus Fire Protection, LLC has
17 continuously been an employer engaged in an industry affecting commerce within
18 the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. § 2000e-(1)
19 (b), (g), and (h).

20 16. At all relevant times, Defendant Focus Framing, Door & Trim, LLC
21 has continuously been a limited liability company doing business in the State of
22 Nevada and Clark County, Nevada, and the jurisdiction of the United States
23 District Court for Nevada.

24 17. At all relevant times, Defendant Focus Framing, Door & Trim, LLC
25 has continuously employed fifteen (15) or more persons.

26 18. At all relevant times, Defendant Focus Framing, Door & Trim, LLC
27 has continuously been an employer engaged in an industry affecting commerce
28 within the meaning of Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. §

1 2000e-(1) (b), (g), and (h).

2 19. Since at least 2017, these Defendants have been collectively
3 operating as a single employer and/or integrated enterprise. Defendants have
4 common management and ownership, centralized control of labor operations, and
5 interrelation operations as set forth below:

- 6 a. Defendants collectively operate as general construction company that
7 provides plumbing, electrical, framing, door and trim, concrete, and fire
8 protection services for the construction of multi-family residential units
9 in Nevada;
- 10 b. Defendants publicly represented themselves collectively as the “Focus
11 Companies Group of Nevada;”
- 12 c. Defendants operate under the common ownership and management of
13 President/Owner Steve Menzies;
- 14 d. Defendants have common managers, such as area supervisor, and share
15 hourly employees and equipment;
- 16 e. Defendants share a common corporate headquarters and human
17 resources located at 1220 S. Commerce St., Suite 120, Las Vegas, NV
18 89102;
- 19 f. Defendants share personnel forms such as the job application and
20 termination forms; and
- 21 g. Defendants share the same legal counsel.

22 20. All acts and failures to act alleged herein were duly performed by and
23 attributable to all Defendants, each acting as a successor, agent, alter ego,
24 employee, direct and indirect employer, single employer, joint employer,
25 integrated enterprise and/or under the direction and control of the others, except as
26 specifically alleged otherwise. Said acts and failures to act were within the scope of
27 such agency and/or employment, and each Defendant participated in, approved
28 and/or ratified the unlawful acts and omissions by the other Defendants

1 complained of herein. Whenever and wherever reference is made in this Complaint
 2 to any act by a Defendant or Defendants, such allegations and reference shall also
 3 be deemed to mean the acts and failures to act of each Defendant acting
 4 individually, jointly, and/or severally.

5 21. The EEOC is ignorant of the true names and capacities of each
 6 defendant sued as DOES 1 through 10, inclusively, and therefore the EEOC sues
 7 said defendants by fictitious names. The EEOC reserves the right to amend the
 8 complaint to name each DOE defendant individually or corporately as it becomes
 9 known. The EEOC alleges that each DOE defendant was in some manner
 10 responsible for the acts and omissions alleged herein and the EEOC will amend the
 11 complaint to allege such responsibility when the same shall have been ascertained
 12 by the EEOC.

13 **ADMINISTRATIVE PROCEDURES**

14 22. More than thirty (30) days prior to the institution of this lawsuit,
 15 Charging Parties Veronica Basquez and Aurora Herrera-Garcia filed charges of
 16 discrimination with the Commission alleging violations of Title VII by Defendant
 17 Focus Plumbing, LLC.

18 23. Prior to filing suit, the Commission issued Defendants Letters of
 19 Determination on both charges of discrimination, finding reasonable cause to
 20 believe that Title VII was violated and invited Defendants to join with the
 21 Commission in informal methods of conciliation to endeavor to eliminate the
 22 discriminatory practices and provide appropriate relief.

23 24. The Commission engaged in communications with all Defendants and
 24 provided Defendants the opportunity to remedy the discriminatory practices as
 25 described in the Letter of Determinations for both Charging Parties.

26 25. The Commission was unable to secure from Defendants a conciliation
 27 agreement acceptable to the Commission.

1 26. On August 17, 2021, the Commission issued to Defendants Notices of
 2 Conciliation Failure for the two charges, advising Defendants that the Commission
 3 was unable to secure from Defendants a conciliation agreement acceptable to the
 4 Commission.

5 27. All conditions precedent to the institution of this lawsuit have been
 6 fulfilled.

7 **STATEMENT OF CLAIMS**

8 Sexual Harassment

9 28. Since at least 2017, Defendants have engaged in unlawful
 10 employment practices in violation of Section 703(a)(1) of Title VII, 42 U.S.C. §
 11 2000e-2(a)(1) by subjecting the Charging Parties and a class of aggrieved
 12 individuals to a hostile work environment and *quid pro quo* sexual harassment
 13 that culminated in a tangible employment action on the basis of sex (female) as
 14 follows:

15 *Charging Party Veronica Basquez*

16 29. In or around the summer of 2017, Charging Party Veronica Basquez
 17 (“Basquez”) began her employment with Defendants as a “Finisher” performing
 18 light duty plumbing-related responsibilities such as installing plumbing fixtures,
 19 caulking, and cleaning.

20 30. “Finishers” like Basquez would report to work at various construction
 21 sites as necessary and work under the direct supervision of Foreman Adolfo Chavez
 22 (“A. Chavez”).

23 31. As a Foreman, A. Chavez was empowered to assign work, assign
 24 work hours, reassign job responsibilities, grant or deny leave requests, and issue
 25 written discipline for subordinate employees.

26 .
 27 32. During the course of her employment, Basquez was subjected to a
 28 sexually hostile work environment on almost a daily basis by A. Chavez, which

1 included: a) unwanted touching, spanking, grabbing, and groping of Basquez's
2 arms, legs, thighs, and buttocks, b) sexual advances, c) inquiries and sexually
3 offensive comments about her sex life, d) falsely accusing her of having sex with
4 other co-workers, and e) lewd requests for engaging in a sexual threesome and oral
5 sex.

6 33. During the course of her employment, Basquez was subjected to *quid*
7 *pro quo* sexual harassment on almost a daily basis by A. Chavez, which included:
8 a) offers for better work assignments and work hours in exchange for acquiescing
9 to having sex with him, and (b) threats of violence, rape, discharge, and being
10 "black-balled" within the construction industry by A. Chavez if she refused to
11 acquiesce to his sexual demands.

12 34. On or about August 21, 2018, the sexual harassment escalated when
13 A. Chavez grabbed and held down Basquez's arms down to forcibly kiss her face
14 and lips several times. A. Chavez also threw Basquez against a wall and grabbed
15 her face to forcibly kissed her again. He placed his hands over her breasts and rear
16 end, managed to force her hands onto his erect penis, and attempted to grab
17 Basquez's genitalia.

18 35. The sexual harassment by A. Chavez culminated in a tangible
19 employment action when Basquez was subjected to reassignment with significantly
20 different job responsibilities.

21 36. Shortly after she complained about being sexually harassed by A.
22 Chavez, Basquez was reassigned to perform undesirable or detrimental work
23 assignments. She was required to perform job responsibilities involving heavy
24 labor such as lifting toilets, washer/dryers, and water heaters without assistance.

25 37. The heavy lifting subsequently led Basquez to suffer a stroke resulting
26 in partial paralysis.

27 38. In or around March 2019, due to the sexual harassment Basquez
28 suffered, she was constructively discharged.

Charging Party Aurora Herrera-Garcia

39. In or around August 2018, Charging Party Aurora Herrera Garcia (“Garcia”) began her employment with Defendants as a “Finisher” performing light duty plumbing-related responsibilities such as installing plumbing fixtures, caulking, and cleaning.

40. Garcia worked in the same unit with Basquez and was also supervised by Foreman A. Chavez.

41. During the course of her employment, Garcia was subjected to a sexually hostile work environment on almost a daily basis by A. Chavez, which included: a) multiple sexual advances involving unwanted touching, grabbing and groping of Garcia’s arms, legs, and buttocks, b) lewd requests for engaging in a sexual threesome and oral sex, and c) detailed requests for lewd sex acts including (i) having sexual intercourse on the table and in other positions, (ii) orally pleasing her with his tongue using obscene facial gestures, and (iii) to “eat her out.”

42. During the course of her employment, Garcia was subjected to *quid pro quo* sexual harassment on almost a daily basis by A. Chavez, which included: a) offers of better work assignments and hours in exchange for sex, and b) threats of violence, rape, discharge, undesirable work assignments, being transferred away from Basquez, and being “black-balled” within the construction industry if she refused to acquiesce to his sexual demands.

43. Co-workers Basquez and Garcia quickly became friends. As victims of workplace sexual harassment and egregious threats by A. Chavez, they both grew to rely on and support each other.

44. On or about August 20, 2018, the sexual harassment escalated when A. Chavez suddenly grabbed Garcia from behind and tried to press his penis on her buttocks as she was bent over installing a pipe for a washer. As he held her down, A. Chavez told Garcia that he wanted her, that she liked it and wanted it, and that he wanted to rape her. He told Garcia that he wanted to be alone with her so that if she

1 screamed, no one would hear. A. Chavez grabbed her face to forcibly kiss her, and
2 then grabbed his penis. He told Garcia that she was making his penis hard and that
3 he would pay her money like a prostitute. After Garcia managed to escape his grasp
4 and attempted to leave the construction site, A. Chavez grabbed her again and
5 forced her to touch his erect penis with both her hands. After she escaped for the
6 second time, he told Garcia that she wasn't going to be allowed to work with
7 Basquez anymore, and that from now on her work would "not be the same."

8 45. The sexual harassment by A. Chavez culminated in a tangible
9 employment action when Garcia was subjected to involuntary reassignment with
10 significantly different job responsibilities.

11 46. Shortly after she complained about being sexually harassed by A.
12 Chavez, Garcia was reassigned to perform undesirable or detrimental work
13 assignments. She was required to perform job responsibilities involving heavy labor
14 such as lifting toilets, washer/dryers, and water heaters without assistance.

15 47. In or around October 2018, due to the sexual harassment Garcia
16 suffered, she was constructively discharged.

17 *Other Adversely Affected Individuals*

18 48. Since at least 2017 through the present, other aggrieved individuals
19 were subjected to a sexually hostile work environment and *quid pro quo* sexual
20 harassment by A. Chavez, Foreman Paulo Reyes, Lead Plumber Valentin Chavez,
21 and other supervisors and co-workers. The sexual harassment included but was not
22 limited to a) unwanted touching, groping, and grabbing of female genitalia, arms,
23 and legs, b) being exposed to a harasser grabbing and exposing his male genitalia,
24 c) leering, d) sexually vulgar language and comments about sexual desires and lewd
25 sex acts, and e) the posting of a vulgar hand drawing of a penis penetrating a naked
26 woman.

1 49. The sexual harassment was sufficiently severe or pervasive to as alter
2 the Charging Parties' and other adversely affected individuals' working conditions
3 and created sexually a hostile work environment.

4 50. The Charging Parties and other adversely affected employees
5 reasonably perceived their work environment to be sexually abusive or hostile work
6 environment, to the extent that both Charging Parties were forced to quit.

7 51. The Charging Parties and other adversely affected individuals did not
8 welcome the sexual harassment by the foreman, supervisors, and co-workers. They
9 opposed and rejected the sexually harassing conduct and sexual advances.

10 52. Defendants knew or should have known of the sexual harassment
11 experienced by the Charging Parties and the other adversely affected individuals
12 because the sexual harassment was constant, conspicuous, and perpetrated by
13 foremen, supervisors, and co-workers.

14 53. Defendants failed to take prompt and effective remedial action
15 reasonably calculated to end the harassment, including but not limited to failing to
16 a) either investigate or conduct an adequate investigation, b) adequately discipline
17 the harasser foreman, supervisors and/or coworkers, c) provide anti-sexual
18 harassment training to foremen, supervisors, and managers, and d) provide written
19 EEO policies and procedures in both English and Spanish. Defendants failed to end
20 the harassment after the Charging Parties complained in August 2018.

21 54. Defendants never disciplined A. Chavez for engaging in sexual
22 harassment. Defendants' fired A. Chavez in late August 2018 for reporting
23 fraudulent work hours as opposed to sexual harassment.

24 55. Sometime in 2019, Defendants allowed A. Chavez to return to the
25 workplace. Sexual harassment has been ongoing through 2020.

Retaliation

56. Since at least 2018, Defendants subjected Basquez and Garcia to a hostile work environment, unwarranted discipline, and other adverse actions in retaliation for having engaged in protected activity in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a).

57. On or about August 22, 2018, Basquez complained about A. Chavez's conduct, including about the August 20, 2018, events described in Paragraph 34

58. On or about August 22, 2018, Garcia complained about A. Chavez's conduct, including about the August 20, 2018, events described in Paragraph 44.

59. After, and in response to, Basquez and Garcia complaints, Defendants retaliated against Basquez and Garcia.

60. Specifically, Defendants reassigned Basquez and Garcia to significantly different job responsibilities involving heavy labor. These undesirable and detrimental job responsibilities included lifting toilets, washer/dryers, and gas heaters without assistance.

61. In addition, in September 2018, Foreman Paulo Reyes subjected Basquez and Garcia to sexually offensive comments, inquiries regarding alleged sex acts with A. Chavez, insults, ridicule, and intimidation in retaliation for having complained about being sexually harassed by A. Chavez. Among other things, Foreman Reyes openly mocked Basquez and Garcia by telling them in front of co-workers that Defendants never disciplined A. Chavez for engaging in sexual harassment despite their complaint.

62. Due to Defendants' retaliation, Basquez and Garcia were constructively discharged.

63. The effect of the practices complained of above, has been to deprive Charging Parties Basquez and Garcia, and other adversely affected individuals, of equal employment opportunities and otherwise adversely affect their status as an employee, because of their sex, female.

1 64. The unlawful employment practices complained of above were
2 intentional and caused Charging Parties Basquez and Garcia, and other adversely
3 affected individuals, to suffer emotional distress.

4 65. The unlawful employment practices complained of above, were done
5 with malice or with reckless indifference to the federally protected rights of
6 Charging Parties Basquez and Garcia, and other adversely affected individuals.

7 **PRAYER FOR RELIEF**

8 Wherefore, the Commission respectfully requests that this Court:

9 A. Grant a permanent injunction enjoining Defendants, their officers,
10 successors, agents, servants, employees, attorneys, assigns, and all persons in
11 active concert or participation with each of them, from engaging in sexual
12 harassment, retaliation, and any other employment practices which discriminate
13 based on sex and retaliation.

14 B. Order Defendants to institute and carry out policies, practices, and
15 programs to ensure equal employment opportunities, and which eradicate the
16 effects of past and present unlawful employment practices.

17 C. Order Defendants to make Charging Parties Basquez and Garcia, and
18 other adversely affected individuals whole by providing compensation for past
19 and future pecuniary losses, including but not limited to out-of-pocket expenses
20 suffered by Charging Parties and other adversely affected individuals which
21 resulted from the unlawful employment practices described above in the amounts
22 to be determined at trial.

23 E. Order Defendants to make Charging Parties Basquez and Garcia, and
24 other adversely affected individuals whole by providing compensation for non-
25 pecuniary losses resulting from the unlawful employment practices described
26 above in amounts to be determined at trial. The non-pecuniary losses include
27
28

1 emotional pain, suffering, inconvenience, mental anguish, humiliation and loss of
2 enjoyment of life, in amounts to be determined at trial.

3 F. Order Defendants to pay Charging Parties Basquez and Garcia, and
4 other adversely affected individuals punitive damages for malicious and/or
5 reckless conduct in an amount to be determined at trial.

6 G. Award the Commission its costs of this action.

7 H. Grant such further relief as the Court deems necessary and proper in
8 the public interest.

9 **JURY TRIAL DEMAND**

10 The Commission requests a jury trial on all questions of fact raised by its
11 complaint.

12 Dated: September 23, 2021

Respectfully Submitted,

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15 Acting General Counsel
16 Washington, DC

17 LISA MORELLI,
18 Acting Associate General Counsel
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20 By:



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